

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

IN RE:

BANKRUPTCY NO.: 22-10720

CHING MANAGEMENT, LLC
d/b/a J2 DESIGN AND BUILD,

AFFIDAVIT

Debtor.

STATE OF NEW YORK)
)ss.:
COUNTY OF WARREN)

DANIEL J. HOGAN, being duly sworn, deposes and says:

1. I am a member of McPhillips, Fitzgerald and Cullum LLP, attorneys for Glens Falls National Bank and Trust Company (the “Bank”), a claimant in the above entitled proceeding.

2. Upon information and belief, Debtor filed a Petition under Chapter 7 of the Bankruptcy Code on August 2, 2022.

3. The Bankruptcy Court has jurisdiction over this Motion pursuant to Rule 9014 of the Bankruptcy Rules.

4. The Bank is the owner and holder of a secured claim against Debtor for the sum of \$32,398.01 pursuant to the Retail Installment Contract (the “Contract”) dated August 11, 2021 (Exhibit “A”).

5. The Bank has a perfected interest in a 2018 Ford F-150 XL, Vehicle Identification Number 1FTEX1EP0JKE90474, as evidenced by the Notice of Recorded Lien (Exhibit “B”).

6. Upon information and belief, the value of the collateral is \$31,125.00 pursuant to August 2022 J.D. Power.

7. Debtor is currently in arrears on the Contract for the months of August and September, 2022 ($\$600.22 \times 2$) for a total of \$1,200.44 plus late fees of \$60.02 for a total arrears of \$1,260.46.

8. Any exemption for the secured property claimed by the Debtor does not apply to the Bank to the extent of the Bank's security interest therein.

9. Upon information and belief, Debtor has, and continues to have, possession of the collateral and that the collateral is presently being used and is depreciating in value as a result thereof.

10. Upon information and belief, the Bank does not have, and has not been offered, adequate protection for the aforesaid collateral.

11. If the Bank is not permitted to foreclose its security interest in said collateral, it will suffer irreparable injury, loss and damage.

12. Deponent seeks to waive the fourteen (14)-day stay afforded by Federal Rules of Bankruptcy Procedure 4001(a)(3) after the entry of the order lifting the automatic stay.

13. The case trustee shall be added as a necessary party to receive notice of the report of sale and surplus money proceedings.

14. Closure of the case shall not constitute an abandonment of the trustee's interest, if any, in any surplus funds.


WHEREFORE, Movant prays that an Order be issued whereby the stay pursuant to 11 U.S.C. Section 362 be modified based upon the above arrears, the Bank be permitted to take possession of the aforementioned collateral, and that the Bank have judgment directing Debtor to turn over such collateral to the Bank, without invoking the fourteen (14)-day stay under F.R.B.P.

4001(a)(3), that the movant shall immediately provide an accounting to the trustee of any surplus monies realized, and for such other and further relief as this Court deems just and proper.



DANIEL J. HOGAN, Esq.

Sworn to before me this 3rd
day of October, 2022.



Notary Public

NANCY F KELLY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KE6360598
Qualified in Saratoga County
My Commission Expires 06-19-2025

EXHIBIT A

RETAIL INSTALLMENT CONTRACT

Meaning Of Some Words: In this Contract, the words "I," "me," "we," and "my" mean anyone signing this Contract as Buyer. The words "you" and "your" mean the Seller or, after the Seller transfers its rights under this Contract, anyone having those rights.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all scheduled payments.	Total Sale Price The total cost of my purchase on credit, including my downpayment of \$
4.99%	\$ 6012.47	\$ 37203.37	\$ 43215.84	\$ 5760.56 \$ 48976.40

My Payment Schedule will be:	Security: I am giving a security interest in the motor vehicle being purchased.
No. of Payments: 24	Filing Fees: \$ N/A
Amount of Payments: \$ 600.22	Non-Filing Insurance: \$ N/A
When Payments Are Due: Monthly, beginning 09/25/21	Late Charge: If a payment is late more than 10 days, I will be charged 10% of the payment.
	Prepayments: If I pay off early, I will not have to pay a penalty.

*My contract documents will have additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.
*The first monthly payment may be extended for a period not exceeding six (6) days and the change will be shown in the payment coupon booklet. The term of this loan will be extended accordingly and interest will be charged from the date this agreement is signed until final payment is made.

In this Contract, the Seller is: **HEMER FORD**
323 QUAKER ROAD
QUEENSBURY, NY 12804-1555

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee named below.

We are the Buyer(s): **CHING MANAGEMENT LLC**
720 LAKE AVE
SARATOGA SPRINGS, NY 12858
JUSTIN G AMES 5 FAIRWAY BLVD
GANEVOORT NY 12833

Description of Vehicle: (See "Insurance Requirements" section)	Year and Make	Model	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number	Acc. No.
	2016	FORD	PICK	6	4664	1FTXTE1E0JKE90474	08/11/21

Equipment:	Other:
<input type="checkbox"/> A.T. <input type="checkbox"/> P.S. <input type="checkbox"/> AM-FM Radio <input type="checkbox"/> Other	
<input type="checkbox"/> W.H. <input type="checkbox"/> A.C. <input type="checkbox"/> P.B. <input type="checkbox"/> P.W.	

I have traded in the following vehicle: **2016 FORD F-150**

Itemization of Amount Financed

Cash Price	\$ 41164.00
Cash Downpayment	\$ 2000.00
Trade-In Value of Trade-In	\$ 20000.00
Lien Payoff to: FIRST NY FCU	\$ 16239.44
Unpaid Cash Price Balance	\$ 35403.44
1 - \$	
2 - \$	
3 - \$	
4 - \$	
5 - \$	
6 - \$	
7 - \$	
Amount Financed (1 thru 7) = \$	37203.37

Property Insurance: I am required to obtain and maintain insurance on the Vehicle, unsecured to protect you as loss-payee, BUT I MAY CHOOSE THE AGENT OR BROKER OF MY CHOICE.
PHYSICAL DAMAGE: Comprehensive \$ N/A, Collision \$ N/A, Deductible \$ N/A.
AGENCY Name: 315 SELECTIVE INS., Policy Number: 92393360, Effective Date: 08/11/21.
I guarantee that the required insurance coverage as shown in the Insurance Requirements section was obtained from the agent named above.

Liability Insurance: I guarantee that the required insurance coverage as shown in the Insurance Requirements section was obtained from the agent named above. Liability insurance coverage for bodily injury and property damage is not included or provided for in this Contract.

Vendor's Single Interest Insurance: If this box is checked ☒, you require Vendor's Single Interest Insurance. I may choose the person through whom Vendor's Single Interest Insurance is to be obtained. This insurance is for the sole protection of the Assignee and my interest is not covered. If obtained through you, this cost of such insurance is \$ 95.00.

Frontload to Pay: I agree to pay you the Total Sale Price for the Vehicle by making the Cash Downpayment, assigning the Trade-In, if shown above, on or before the date of this Contract, and paying you the Amount Financed, plus credit service charge (called "interest" in this Contract), in the number and amount of monthly payments shown in the Payment Schedule. Payments are due on or before the same day of each month as the first payment due. Payments must be made at any office of:
GLENS FALLS NATIONAL BANK & TRUST COMPANY
250 Glen St.
Glens Falls, NY 12801

Group Credit Life Insurance and Group Credit Disability Insurance: If Credit Insurance is offered by Seller, such coverage is voluntary and is not required to obtain this loan.
Use of Copies: I agree that copies of this Contract (and all related documents), including copies that have been faxed, scanned or produced from an electronic record (regardless of when made), shall be treated as originals and shall be admissible into evidence as if original, regardless of whether an original is in existence or available for production.

I AGREE THAT THE PROVISIONS ON THE BACK ARE PART OF THIS CONTRACT. (Continued on reverse side)
The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.
NOTICE TO THE BUYER: 1. Do not sign this Agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of this Agreement. 3. Under the law, you have the right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either: (a) prepay without penalty, or (b) under certain circumstances, obtain a rebate of the credit service charge. 4. According to law, you have the privilege of purchasing insurance on the motor vehicle provided for in this Contract from an agent or broker of your own selection.

Seller agrees to this Contract, including terms and conditions on back, and assigns it to the Assignee named above in accordance with the first Assignment printed on the reverse side, unless otherwise marked.
I HAVE RECEIVED A COPY OF THIS CONTRACT SIGNED BY THE SELLER, RETAIL INSTALLMENT CONTRACT.

Seller: **HEMER FORD**
By: **Christina Ames**
Buyer: **Justin G Ames**
Co-Buyer: **Justin G Ames**

Anyone signing below is obligated only under the terms of the security agreement and is not personally responsible under the payment terms of this Contract.

CO-SIGNER NOTICE

You agree to pay the debt identified below, although you may not personally receive any property, services or money. You may be sued for payment, although the person who receives the property, services or money is able to pay. You should know that the total of payments does not include Finance Charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorneys' fees, or other charges that may be stated in the Contract. You will also have to pay some or all of these costs and charges if the Contract, the payment of which you are guaranteeing, requires the Borrower to pay such costs and charges. If this debt is ever in default, that fact may become a part of your credit record. This Notice is not the contract or other writing that obligates you to pay the debt. Read the rest of this Retail Installment Contract for exact terms of your obligation.

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, ABOVE, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: I, the person (or persons) signing below as "Co-Signer," promise to pay to the Seller or its Assignee (Bank) all sums due on this Retail Installment Contract and to perform all agreements in this Contract. I intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. I am making this promise to induce you to make this Contract with the Buyer, even though you will use the proceeds only for this Buyer's benefit. I agree to pay even though you may not have made any prior demand for payment on the Buyer or exercised your security interest. I understand that you can extend the terms of payment without notice to me, release any security interest which you may have, fail to keep the vehicle insured, or fail to have your security interest recorded, and that this will not affect my duty to make the payments under this Retail Installment Contract. I also acknowledge receiving a completed copy of the above Co-Signer Notice and this Retail Installment Contract.

X **Co-Signer's Signature** _____ Address _____ Date _____
X **Co-Signer's Signature** _____ Address _____ Date _____

NY 123-SUC-33 11/1/2006 Customer# 5/15
CF3295 (8/18).

EXHIBIT B



Department of Motor Vehicles

Check Title or Lien Status

Your search returned 1 result of 1 found.

Confirm that the VIN, model year and make listed below are for your vehicle and match your vehicle's [registration document](#). 

Please Note:

- If this is NOT the correct vehicle, return to the previous screen and verify your entries. If you entered all information correctly and still see the wrong vehicle, [contact the Title Services Bureau](#). 
- If you recently ordered a duplicate title, allow one to two weeks from the Title Issue Date to receive your title in the mail.
- If your lien is not listed, read [information about how to record a lien](#). 

Your Title or Lien Status Information is Below:

VIN Number: 1FTEX1EPOJKE90474

Model Year: 2018

Vehicle Make: FORD

Title Issuance Date: 8/30/2021

Number of Liens: 01

Lienholder:

Glens Falls National Bank And Trust
250 Glen St
Glens Falls NY 12801

Lien Status: Open


This lien is on the current title.

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